

City of Gallup, New Mexico Purchasing Division P.O. Box 1270 Gallup, New Mexico 87305-1270

Office: (505) 863-1232 Fax: (505) 722-5133 gallupnm.gov/purchasing

INVITATION TO BID FORMAL BID NO NO. 1623

WORK UNIFORMS for FIELD WORKERS

ISSUE DATE: September 17, 2016 BID OPENING DATE: October 4, 2016 BID OPENING TIME: 2:00 p.m. Local Time

| | Notes: |
|--------------|---|
| Vendor Name: | |
| | F.O.B. Point: <u>Destination</u> |
| Address: | |
| | Payment Terms: NET 30, unless otherwise |
| | stated |
| | |

Quantities may be increased or decreased within reasonable amounts

ACKNOWLEDGMENT OF RECEIPT OF BID

Formal Bid No. 1623

Work Uniforms for Field Workers

In acknowledgment of receipt of this Formal Bid the undersigned agrees that they have received a complete copy of the bid consisting of 23 pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office <u>as soon as possible</u> but no later than 5:00 P.M. local time on <u>September 26, 2016</u>. Only potential bidders who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all written questions and the City's written responses to those questions, as well as copies of Amendments, if any are issued.

FIRM: **DOES DOES NOT** (Circle one) intend to respond to this Formal Bid.

| FIRM NAME: | | | |
|-----------------|--------|------------|------------|
| REPRESENTED BY: | | | |
| TITLE: | | PHONE NO.: | |
| FAX NO.: | | | |
| ADDRESS: | | | |
| CITY: | STATE: | | ZIP CODE : |
| SIGNATURE: | | | |
| DATE: | | | |
| EMAIL: | | | |

The above name and address will be used for all correspondence related to this Formal Bid.

Return this form to: City of Gallup Purchasing Department
Frances Rodriguez
P.O. Box 1270
Gallup, New Mexico 87305
(505) 863-1235
(505) 722-5133 Fax

Email: frod riguez@gallupnm.gov

Please return this form by: September 26, 2016

GENERAL CONDITIONS

Formal Bid No. 1623

SEALED BIDS: All bids must be submitted in a sealed envelope and shall not be opened and considered if they are not received at the City of Gallup Purchasing Department, Municipal Building, 110 West Aztec, Gallup, New Mexico 87301 (mailing address: City of Gallup Purchasing Department; Municipal Building; P.O. Box 1270; Gallup, New Mexico 87305) prior to the time specified for the Bid Opening. All sealed bids must be submitted on the Bid Document Originals or Forms, or reasonable facsimile, furnished by the City of Gallup. All bids must be signed by a responsible and authorized person for the bidding firm. Each bidder must also fill-in areas for Delivery Date and Payment Terms; failure to do so may result in disqualification of their respective bid. NOTE: Fax or electronically transmitted Bids are NOT accepted on the City of Gallup **Formal Bids**. Bids submitted after the Bid Opening date and time will not be considered and will be returned unopened. Bids will be opened in the Purchasing Department Conference Room.

Physical Address
City of Gallup Municipal Building
Purchasing Department
110 West Aztec
Gallup, NM 87301

Mailing Address
City of Gallup Municipal Building
Purchasing Department
P.O. Box 1270
Gallup, NM 87305

BID OPENING DATE AND TIME: Bids shall be received until <u>October 4, 2016 at 2:00 P.M. Local</u> Time

MAILING: Bidder to utilize the City's self-addressed label on their return mailing envelope or package. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note bid number on exterior of envelope**. Failure to do so will not constitute a liability on the City if the Bid is misplaced or lost by the City.

Please return two sets of the Invitation to Bid packages to the Purchasing Department, the original and a photo copy.

CONTRACT TYPE: The purpose of this solicitation is to establish a contract with firm fixed pricing and delivery from which the City may place orders as needed.

SPECIFICATIONS: Specifications, as included in this Bid, are intended to indicate the requirements of the City of Gallup and give an accurate description of minimum standards acceptable. All items equal or equivalent to these requirements and standards will be considered, except where otherwise noted.

MINOR MODIFICATIONS, DEVIATIONS OR IRREGULARITIES: The City reserves the right to accept **minor** modifications to or deviations from any specification, except where otherwise noted, as long as the proposed material meets the intent of the specifications. The City will be the sole entity to determine the acceptance or non-acceptance of any such modifications or deviations.

Therefore, exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The Purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final.

BRAND NAMES: Where a product or brand name is indicated in the specifications, it shall mean "minimum acceptable level or minimum quality required" by the City unless the specifications state that no

substitutions or equivalents are allowed. If the Bidder is offering, as an equal or equivalent, an item other than the one specified then the manufacturer's name and model number of that item must be specified in the offer and sufficient specification and descriptive data and literature provided to permit a thorough evaluation. Failure to provide appropriate information may result in disqualification of the offer.

Bidders must state the brand name and catalog number being bid and provide proof that the merchandise bid is **equal or equivalent to** the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Bid Schedule.

SUBSTITUTIONS: Any material substituted from what originally bid shall have the prior approval of the City before shipping to the City. If a purchase order is issued and upon receipt the material does not meet specifications, the City will return the material Freight Collect, and may at its option cancel the order and recover any damages from the vendor.

In the event that there are style changes or products offered that are no longer available during the contract period, substitutions shall be made of items of equal quality. These substitutions shall be made only with written approval of the City of Gallup Purchasing Department. In the event that there are style changes due to the safety measures of employees, the awarded vendor shall be given the opportunity to meet changes in specifications otherwise the City of Gallup has the right to terminate contract and re-solicit item(s).

STANDARD OF QUALITY: The similarity to any brand name is for the purpose of describing a standard of quality, performance and characteristics desired and not intended to limit or restrict competition. Bidders must state the brand name and model being bid and provide proof that the merchandise bid is equal or equivalent to the specifications. The City shall be the sole entity to determine acceptance or non-acceptance of equivalents.

DOMESTIC PRODUCTS: Domestic products are preferred. All items must be top grade; seconds and irregulars are NOT ACCEPTABLE.

Low qualified bidder upon receipt of order will ship or deliver uniforms packages with individual employee's name and City of Gallup logo (see Appendix A page 23). Each employee will be allowed five (5) sets of uniforms unless otherwise stated at time of order.

SAMPLES: Sample of items may be requested of the low responsive bidder(s) in order to examine material, texture, and overall product and to ensure specifications are met. Upon award, one each size of shirts only will be requested for fitting purposes.

COMPETENCY OF BIDDER: Bids will be considered only from firms which are regularly engaged in providing the type of materials described in the bid and who can provide evidence that they have established a satisfactory record of performance to insure they can execute the requirements as stated herein. Any determination as to competency shall be made by appropriate City staff.

DELIVERY: Will be an important part in awarding the Bid. If a vendor breaches his contract by failing to deliver according to the time specified in the bid, the City of Gallup reserves the right to cancel the contract and to recover from the vendor any damages it suffers because of said breach.

NON-CONFORMING MATERIAL: If the City of Gallup issues a Purchase Order and upon receipt the material does not meet the specifications, the City will return the material freight collect, and at its option

cancel the order and recover from the vendor any damages suffered.

F.O.B. POINT: All material shall be quoted F.O.B. <u>DESTINATION</u>, Freight Prepaid and Allowed. Bidders are cautioned that quoting material other than F.O.B. Destination may result in a finding of their bid as Non-Responsive. All price(s) bid shall be freight prepaid and included in the price. The City will not pay separately stated freight charges. City of Gallup Ordinances and State Law do not permit the City to own tangible goods prior to receipt of said goods, or payment for services until services have been rendered.

METHOD OF AWARD: Materials on this bid may be awarded by individual items, by groups of items, or on a "TOTAL ALL OR NONE" basis, whichever is in the best interest of the City.

PAYMENT OR ACCEPTANCE NOT CONCLUSIVE: Vendor will supply the City with invoice for payment. No payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the City, nor conclusive, should it subsequently develop the Bidder has furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the City shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.

PURCHASE ORDER REQUIRED: Material listed on this bid will be ordered on an as needed basis. No materials may be shipped without valid City of Gallup Purchase order.

PRICE TERMS: Bidder agrees that the prices bid shall remain in effect for __45_ days from the date of the Bid Opening and subject to acceptance by the City of Gallup within that period. Acceptance period may be extended with the mutual agreement of the City and the Bidder.

CANCELLATION: The City reserves the right to cancel any contract resulting from this request for convenience by giving written notice to the vendor. The City shall be liable to the vendor for any services provided or material ordered and accepted prior to termination.

If the vendor fails to fulfill any obligation resulting from this contract in a timely and responsive manner, or it the vendor violates any of the terms of this contract, the City shall have the right to cancel the contract by giving written notice of cancellation to the vendor and recover from the vendor any damages resulting from vendor's failure to perform.

LOCAL AND RESIDENT PREFERENCE: In accordance with City Ordinance, a local preference may be afforded a bidder who qualifies as a City of Gallup resident business as defined by the City of Gallup Procurement Ordinance. Preference factors can be accessed at: http://www.sterlingcodifiers.com/NM/Gallup/index.htm

The State of New Mexico and the City of Gallup also grant a preference for qualified New Mexico Resident Businesses or Resident Veterans Businesses certified by the State of New Mexico Department of Taxation and Revenue, in accordance with Sections 13-1-21 to 13-1-22 NMSA 1978. You must furnish a copy of your State of New Mexico Resident Business or Resident Veterans Business Certificate with your bid to be considered for the in-state preference. For information on State of New Mexico resident business or Resident Veterans Business certification call 505-827-0951 or to download applications, go to: www.tax.newmexico.gov, select "Businesses" and click on "Popular Information" and then select "In-State

Preference Certification".

The applicable City of Gallup Resident Business preference or State of New Mexico Resident Business or Resident Veteran's Business Preference will be factored into bid prices where applicable. However, the preferences are not cumulative and bidders will only be entitled to receive one preference.

AMENDMENTS: If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, offerors are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the purchasing office to all bidders of record. For a determination as to whether any representation made requires that an amendment be issued, contact the purchasing office.

CONTACT INFORMATION: Questions or clarifications regarding any phase of this solicitation, including specifications, shall be directed to Frances Rodriguez, Purchasing Director, P.O. Box 1270, Gallup, New Mexico 87305; Telephone: (505)863-1334; Facsimile: (505)722-5133; Email: frodriguez@gallupnm.gov who shall be the sole point of contact of this bid. Questions submitted after September 26, 2016 may not be addressed.

PROTESTS: Any bidder or offeror who is aggrieved in connection with any phase of a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto. The protest must include the grounds for the protest and any supporting documentation, and the relief requested.

AWARD: The award, if made, shall be made to the lowest responsible Bidder submitting a responsive Bid that is most advantageous to the public.

The City reserves the right to cancel the bid, reject any or all Bids in whole or in part, to waive technicalities and to accept the proposal it deems to be in the best interests of the City. Bids may be rejected for, among other reasons:

- Bids containing any irregularities.
- Unbalanced value of any items.
- Reason for believing collusion exists among the Bidders.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract; or
 within the past three years been formally debarred in the State of New Mexico or any other
 jurisdiction; or whose license has been suspended or revoked by the appropriate licensing authority
- Lack of responsibility as may be revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion
 of additional work if awarded.

PROCUREMENT CODE: The City of Gallup Ordinance and State of New Mexico Procurement Code shall apply.

PROCUREMENT CODE VIOLATIONS: The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes,

gratuities, and kick-backs.

GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.

THE CITY OF GALLUP RESERVES THE RIGHT TO CANCEL THE BID, OR REJECT ANY OR ALL BIDS IN WHOLE OR IN PART, TO WAIVE MINOR IRREGULARITIES OR TECHNICALITIES IN THE BID, AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTEREST OF THE CITY.

SUPPLEMENTAL TERMS AND CONDITIONS

Formal Bid No. 1623

ELECTRONIC COMMUNICATIONS: Communications regarding this procurement, including issuance of any amendments, may be conducted by electronic means (e-mail or fax). However, electronic submittals of the proposal whether by fax or other electronic means are not acceptable as noted in the General Conditions.

CONTRACT TERM: This is an indefinite quantity contract from date of acceptance through June 30, 2017, and shall automatically renew for three (3) additional one (1) year periods through June 30, 2020 unless sooner terminated in accordance with the general conditions of this bid. If bidder(s) are unable to fulfill an order, the City reserves the right to cancel the request and order from the next lowest bidder, or on the open market at the best obtainable price.

QUANTITIES: This is an indefinite quantity contract from which the City may place orders on an as needed basis. Quantities listed are estimates of the City's need on an annual basis. Actual usage may vary. The City does not guarantee the purchase of any specific minimum quantities, **nor may any material be shipped or delivered without a valid purchase order number issued by the City.**

UNIT PRICES: Typographical errors, errors in extending unit prices, arithmetic errors or errors clearly evident on the face of the bid document may be corrected in accordance with the Procurement Ordinance and Procurement Regulations. Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices as unit prices cannot be corrected.

TAXES: All bid prices shall be quoted EXCLUSIVE of taxes.

ESCALATION CLAUSE: An Escalation Clause is used as part of the Bid Proposal in accordance with the terms of the Escalation Clause on Page 9 of this bid.

ACKNOWLEDGMENT OF RECEIPT OF BID: The Acknowledgment of Receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on September 26, 2016. Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all written questions and the City's written responses to those questions as well as copies of Amendments, if any are issued.

BID DOCUMENTS: Bid documents may be retrieved by accessing the Purchasing page of the City of Gallup website, www.gallupnm.gov/bids, by calling (505) 863-1232 or visiting the Central Purchasing Office at 110 West Aztec, Gallup, NM 87301.

The City of Gallup will notify bidders of record of amendments issued. If you are NOT a bidder of record for this solicitation, or if you downloaded a copy of a solicitation from our website, it shall be your responsibility to check website frequently for copies of any amendments or correspondence concerning the solicitation. Failure to acknowledge all amendments could result in rejection of your bid as non-responsive. In the case of an inconsistency between information on this site and the Purchasing file document, the file document shall prevail.

EXISTING AGREEMENT: Under the terms and conditions of this Bid all public bodies allowed by law may procure the goods, supplies or services under this Bid as described herein. The terms and conditions of this Bid shall form a part of each order issued herein, but each public body shall be responsible for their own orders.

Formal Bid No. 1623

ESCALATION CLAUSE:

Price escalations may be considered only under the following conditions:

- A. Offered prices must be firm for at least ninety (90) calendar days after written notification of contract.
- B. All requests for price increases shall be in writing and accompanied by:
 - 1.) A letter from the Contractor's supplier certifying the price increase to the Contractor; or
 - 2.) Evidence of verifiable market conditions resulting in increased costs such as mandated labor rate increases and significant fuel or energy cost increases.
- C. All invoices of the offered items, from suppliers to the Offeror, shall be subject to auditing by the City and furnished without delay upon request.
- D. The City reserves the right to purchase on the open market, or cancel a contract resulting from this request and solicit a new contract, if the escalated price is above the current open market price for the same material. Cancellation of the contract shall not affect any outstanding orders.
- E. All revisions of the price list shall become effective when they are accepted by the Purchasing Office of the City, provided that they do not conflict with paragraph (F) or (G).
- F. All approved price changes resulting from this escalation clause shall be firm for a period of ninety (90) calendar days after acceptance in writing from the City.
- G. The Offeror shall be limited to a maximum of one (1) price escalations per contract period unless otherwise specified in this request.
- H. The Offeror shall provide to the City written notice of any requested price changes, which shall become effective upon acceptance by the City of Gallup Purchasing Office.
- I. If the Offeror receives any price de-escalations from the supplier of goods sold to the City through a contract resulting from this request, the Offeror is responsible for notifying the City of such de-escalations, and passing those price changes on to the City immediately.

NOTICE TO BIDDERS

As of October 5, 2011 applications for Resident New Mexico in-state bidders will no longer be processed through the State Purchasing Division. All resident business and contractors will have to obtain a new preference number with the New Mexico Department of Taxation and Revenue as of January 1, 2012.

It will be the sole responsibility of the Bidders requesting consideration for the New Mexico Resident Business Preference to obtain approval and a certification from the New Mexico Department of Taxation & Revenue prior to the bid opening date. You must furnish a copy of the Resident Business Certificate with each bid in order to be considered for the in-state preference as per Sections 13-1-21 and 13-1-22 NMSA 1978.

As of July 1, 2012 a New Mexico Resident Veteran's Business preference number may be obtained from the New Mexico Department Taxation and Revenue Department. In order to be considered for the New Mexico Veteran's Contractor preference a copy of the Certificate must be included with each bid as per Sections 13-1-21 and 13-1-22 NMSA 1978.

For additional information please call 505-827-0951, or to download applications log on at: www.tax.newmexico.gov, select "Businesses" and click on "Popular Information" and then select "In-State Preference Certification".

CITY OF GALLUP Formal Bid No. <u>1623</u>

ADDITIONAL TERMS AND CONDITIONS:

- 1. GENERAL. When the City of Gallup Purchasing Department issues a purchase document in response to the Vendors bid, a binding contract is created.
- 2. FORM OF SUBMISSION. Bid Offers shall be made on Bid Offer Forms, or reasonable facsimiles, furnished by City of Gallup. Bidders are requested to provide one (1) original and one (1) copy of the bid. The outside package should identify the Project Name, Bid Number, Bid Opening Date and Name of Bidder. Any costs associated with a bid submission shall be borne by the bidder. The City will not be liable for any costs incurred by the bidder in responding to this solicitation.
- 3. DEBARRED OR SUSPENDED CONTRACTORS. A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of .13-1-177 through .13-1-180, and .13-4-11 through .13-4-17 NMSA 1978 as amended, shall not be permitted to do business with City of Gallup and shall not be considered for award of the contract during the period for which it is debarred or suspended.

4. ASSIGNMENT.

- A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as expressly authorized in writing by the City of Gallup Procurement Administrator. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order. B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City of Gallup as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City of Gallup.
- 5. DISCOUNTS. Except in the case of tie bids, prompt payment discounts will not be considered in computing the low bid. Discounts for payment will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
- 6. INSPECTION. Final inspection and acceptance will be made at the site. Goods rejected at the site for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
- 7. INSPECTION OF PLANT. The City of Gallup Procurement Administrator may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
- 8. LIABILITY. The Vendor agrees that City of Gallup shall not be held liable for any costs incurred in preparation of this bid.
- 9. The bid prices shall exclude all taxes. Wherever requested in bid response, Vendor shall submit taxes on total bid as a separate unit item. Bids shall be awarded on unit price without regard of tax.

- 10. DEFAULT. The City of Gallup reserves the right to cancel all or any part of this order without cost to the City of Gallup, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to acts of God or the public enemy, acts of the State or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and defaults of subcontractors due to any of the above, unless the City of Gallup shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule. The rights and remedies of the City of Gallup provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
- 11. NON-COLLUSION. In, signing this bid, the Vendor certifies that he/she has not, either directly or indirectly, entered into any action in constraint of free competitive bidding in connection with this proposal submitted to the City of Gallup Procurement Administrator.
- 12. NON-DISCRIMINATION. Vendors doing business with City of Gallup must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans Disabilities Act of 1990. (Public Law 101-336).
- 13. METHOD OF AWARD. A multiple source Price Agreement may be awarded based on pricing and compliance with the specifications and requirements. The City of Gallup reserves the right to waive irregularities, reject offers in whole or in part, and award this Bid in the best interest of the City of Gallup.
- 14. RIGHT TO DISCONTINUE PROCUREMENT. The City of Gallup reserves the right to cancel this INVITATION TO BID at any time, and to reject any or all bids, or otherwise to proceed in the best interest of the City of Gallup. This in no manner obligates the City of Gallup or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.
- 15. F.O.B. POINT: All material shall be quoted F.O.B. DESTINATION, Freight Prepaid. Bidders are cautioned that quoting material other than F.O.B. Destination may result in a finding of their bids as Non-responsive. City of Gallup Ordinances and State Law do not allow the City to own tangible goods or for services prior to receiving if said good or prior to service being rendered. All price(s) in bid shall be Freight Prepaid, freight included in prices. The City of Gallup will not pay separately stated freight charges.
- 16. LATE BIDS. Any bid received after the specified time and date will be declared a "Late Bid" and will NOT be considered.
- 17. SPECIAL INSTRUCTIONS. A. To preclude possible errors and/or misinterpretations, bid prices must be affixed LEGIBLY in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid.

CITY OF GALLUP BID PROPOSAL FORMAL BID NO. 1623

| Item No. | Description | Unit | Quantity | Unit Price | Amount |
|-------------|--|------|----------|------------------------------|----------|
| 1. | Polo shirt for office personnel, 5 – 6.3 oz. 100% Polyester for both men and women. SHORT SLEEVE Red Kap item # SK90 and SK91 or Tri-Mountain 401 Saratoga and 404 Woodside or EQUIVALENT. Note: Price to include embroidery or screen work of City of Gallup Logo on left side approximately 1 1/2" x 3" and employee name on right side. See logo, Appendix A on page 23 (Lettering/logo color to compliment selected shirt color). | ea | 50 | Men's \$ Women's \$ | \$ \$ |
| | Color: Must come in assortment of colors. Available colors: Men: Women: | | | | |
| | Mens Sizes: S, M, L, XL, 2X, 3X, 4X Womens Sizes: S, M, L, XL, 2X, 3X, 4X (circle sizes available) | | | | |
| | Brand Name & Catalog No. Men: Women: | | | | |
| | *Oversize Sizes (please state) Men: Women: | ea | 10 | Men's \$ Women's \$ | \$ \$ |
| | Delivery ARO | | | | |
| | | | | | |

| Item No. | Description | Unit | Quantity | Unit Price | Amount |
|-------------|--|------|----------|---------------|--------|
| | Polo shirt for office personnel, 5 – 6.3 oz. 100 | ea | 20 | Men's | |
| 2. | % Polyester for both men and women. LONG SLEEVE Tri-Mountain 656 Eclipse and 658 Escalate or EQUIVALENT | | 20 | \$ Women's | \$ |
| | Note: Price to include embroidery or screen work of City of Gallup Logo on left side approximately 1 1/2" x 3" and employee name on right side. See logo Appendix A on page 23. (Lettering/logo color to compliment selected shirt color). | | | \$ | \$ |
| | Color: Must come in assortment of colors. Available colors: Men: Women: | | | | |
| | Mens Sizes: S, M, L, XL, 2X, 3X, 4X Womens Sizes: S, M, L, XL, 2X, 3X, 4X (circle sizes available) | | | | |
| | Brand Name & Catalog No. Men: | | | | |
| | Women: | | | | |
| | *Oversize Sizes (please state) Men: | ea | 10 | Men's \$ | \$ |
| | Women: | | 10 | Women's \$ | \$ |
| | Delivery ARO: | | - | | |
| | | | | | |

| Item No. | Description | Unit | Quantity | Unit Price | Amount |
|-------------|---|------|----------|---------------------|----------|
| 3. | Polo Shirt, Work uniform for rugged use. 6.5 – 8 oz. mesh knit, cotton/poly blend. Left breast pocket. SHORT SLEEVE Tri-Mountain 206 Engineer or Red Kap SK82 (mens), Tri-Mountain 202 Artisan (women) or EQUIVALENT. Note: Price to include embroidery or screen work of City of Gallup Logo on left side approximately 1 1/2" x 3" and employee name on right side. See logo Appendix A on page 23. (Lettering/logo color to compliment selected shirt color). Color: Must come in assortment of colors. Available colors: Men: Women: Mens Sizes: S, M, L, XL, 2X, 3X, 4X Womens Sizes: S, M, L, XL, 2X, 3X, 4X | ea | 200 | Men's \$ Women's \$ | \$ \$ |
| | (circle sizes available) Brand Name & Catalog No. Men: Women: | 2 | 50 | Men's | |
| | *Oversize Sizes (please state) Men: Women: Delivery ARO: | ea | 50 | \$ Women's \$ | \$ \$ |
| | | | | | |

| Item No. | Description | Unit | Quantity | Unit Price | Amount |
|-------------|--|------|----------|------------------------------|----------|
| | | | | | |
| 4. | Polo Shirt, Work uniform for rugged use. 7—8.25 oz. mesh knit, cotton/polyester blend. Left breast pocket. LONG SLEEVE Tri-Mountain 608 Champion (mens) Tri-Mountain 608 Victory (womens) or EQUIVALENT. Note: Price to include embroidery or screen work of City of Gallup Logo on left side approximately 1 1/2" x 3" and employee name on right side. See logo Appendix A on page 23. (Lettering/logo color to compliment selected shirt color). | ea | 50 50 | Men's \$ Women's \$ | \$ \$ |
| | Color: Must come in assortment of colors. Available colors: Men: Women: | | | | |
| | Mens Sizes: S, M, L, XL, 2X, 3X, 4X Womens Sizes: S, M, L, XL, 2X, 3X, 4X (circle sizes available) | | | | |
| | Brand Name & Catalog No. Men: Women: | | | | |
| | *Oversize Sizes (please state) Men: Women: | ea | 20 | Men's \$ Women's \$ | \$ \$ |
| | Delivery ARO: | | - | | |
| | | | | | |

| Item No. | Description | Unit | Quantity | Unit Price | Amount |
|-------------|--|------|----------|------------|--------|
| 5. | ANSI Hi-Visibility Shirt for rugged use, Jersey Knit Fabric (T-shirt texture), 100% Polyester, Rib Knit Collar, silver reflective striping (striping shall NOT peel or fall off), Class 2 Level 2 Compliant. SHORT SLEEVE Red Kap SYK6HV or VEA Brand VEA-101-CT or EQUIVALENT. Note: Price to include embroidery or | | 50 | \$ | \$ |
| | screen work of City of Gallup Logo on left side approximately 1 1/2" x 3" and employee name on right side. See logo Appendix A on page 23. (Lettering/logo color: Black). | | | | |
| | COLOR: Fluorescent Yellow/Green ONLY | | | | |
| | Sizes: S, M, L, XL, 2X, 3X, 4X (circle sizes available) | | | | |
| | Brand Name & Catalog No | | | | |
| | *Oversize Size(s) | | 30 | \$ | \$ |
| | Delivery ARO: | | - | | |
| 6. | ANSI Hi-Visibility Shirt for rugged use, Jersey Knit Fabric (T-shirt texture), 100% Polyester, Rib Knit Collar, silver reflective striping (striping shall NOT peel or fall off), Class 2 Level 2 Compliant. LONG SLEEVE Red Kap SYK2HV or VEA Brand VEA- 201-CT EQUIVALENT. | | 200 | \$ | \$ |
| | Note: Price to include embroidery or screen work of City of Gallup Logo on left side approximately 1 1/2" x 3" and employee name on right side. See logo | | | | |

| Item No. | Description | Unit | Quantity | Unit Price | Amount |
|-------------|---|------|----------|------------|--------|
| | Appendix A on page 23. (Lettering/logo color: Black). | | | | |
| | COLOR: Fluorescent Yellow/Green ONLY | | | | |
| | Sizes: S, M, L, XL, 2X, 3X, 4X (circle sizes available) | | | | |
| | Brand Name & Catalog No | | | | |
| | *Oversize Size(s) | | 30 | \$ | \$ |
| | Delivery ARO: | | - | | |
| 7. | Shirt, Work uniform for rugged use, 100% COTTON flame resistant THPOH-Ammonia finish, 6.5 oz. twill industrial styling, button front w/ two pockets with button flaps, LONG SLEEVE Bulwark SEW2 or EQUIVALENT | | 80 | \$ | \$ |
| | Note: Price to include patches on left/right side breast approx 1 ½ x 3 ½ with black border, black lettering. Left side to include City of Gallup Logo see Appendix A on page 23. and right side for employee name. | | | | |
| | Available colors: | | | | |
| | Sizes available: | | | | |
| | Brand Name & Catalog No | | | | |

| Item No. | Description | Unit | Quantity | Unit Price | Amount |
|-------------|---|------|----------|------------|--------|
| | | | | | |
| | *Oversize Size(s) | | 30 | \$ | \$ |
| | Delivery ARO: | | <u>-</u> | | |
| 8. | Jeans, 100% cotton unshrunk denim, bartacked at points of strain, button fly, LEVI 501 "SHRINK to FIT", as mfg by Levi Straus & Company, NO SUBSTITUTES!! | | 250 | \$ | \$ |
| | Sizes: Waist Sizes: 30-48 | | | | |
| | Inseam sizes: 30-38 | | | | |
| | *Oversize Size(s) | | 50 | \$ | \$ |
| | Delivery ARO: | | - | | |
| 9. | <u>Jeans</u> , Denim cowboy cut, 100% cotton 14-3/4 oz. Pre-shrunk, WRANGLER brand, 13MWZ , NO SUBSTITUTES!! | | 200 | \$ | \$ |
| | Sizes: | | | | |
| | Waist Sizes: 30-48 Inseam sizes: 30-38 | | | | |
| | *Oversize Size(s) | | | | |

| Item No. | Description | Unit | Quantity | Unit Price | Amount |
|-------------|--|------|----------|------------|--------|
| | | | 50 | \$ | \$ |
| | Delivery ARO: | | - | | |
| | | | | | |
| 10. | Jeans, denim wash 100% cotton, five style pockets, loose fit with EXCEL flame resistant fabric 14.75 oz. Arc rating: ATPFV 20.7 calories/cm² Bulwark PEJ6SW3 OR EQUIVALENT | | 80 | \$ | \$ |
| | Sizes: | | | | |
| | Waist Sizes: 30-48 | | | | |
| | Inseam Sizes: 30-38 | | | | |
| | Brand Name & Catalog No. | | | | |
| | | | | | |
| | *Oversize Size(s) | | 20 | \$ | \$ |
| | | | | | |
| | Delivery ARO: | | - | | |

^{*}Bidder to indicate any alternate cost or percentage (%) added to Unit Price for Special sizes (e.g. "Big Man" sizes), if unable to supply at regular or standard size unit price. Bidder to indicate

size(s) in this category.

NOTE: Items to be awarded on Base Price, not Oversize Price.

NOTE: Sample of items may be requested of the low responsive bidder(s) in order to examine material, texture, and overall product and to ensure specifications are met. Upon award, one each size of shirts only will be requested for fitting purposes.

| Contractor Name: | F.O.B.: DESTINATION |
|-----------------------------|--|
| Address: | Delivery Date ARO: |
| | Payment Terms: |
| Signed By: | Fax No.: |
| Name Printed or Typed | Email: |
| | Telephone No.: |
| Signature | <u> </u> |
| - | |
| | |
| | |
| AMENDMENTS: BIDDER ACKNOWLE | DGES RECEIPT OF THE FOLLOWING AMMENDMENTS: |
| | |
| AMENDMENT No Date | Initials: |
| | |
| | above may be sufficient grounds for disqualification of the bidder and |
| | tractor's responsibility to become fully advised of all addenda prior to |
| submitting a bid. | |

Bidder's Checklist of Submittal Documents

- -Bid (Cost) Proposal, Pages 13-20
- -Acknowledge Receipt of Amendments (if any), Page 21
- -Specification Pages, Page(s) 13-20
- -Exceptions to Specifications, Page 22
- -Bidders <u>MUST</u> include a Copy of their New Mexico Resident Business or New Mexico Resident Veteran's Business Certificate issued by the State Taxation and Revenue Dept. (if applicable), to qualify for application of the State Preference to the bid
- -A current IRS Form W-9

EXCEPTION FORM

CITY OF GALLUP FORMAL BID NO. 1623

IN THE INTEREST OF FAIRNESS AND SOUND BUSINESS PRACTICE, IT IS MANDATORY THAT YOU STATE ANY EXCEPTIONS TAKEN BY YOU TO OUR SPECIFICATIONS.

| ACES PROV. | IDED BELOW. |
|--------------------------------|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| YOUR BID I STED ABOVI D. | DOES NOT MEET OUR SPECIFICATIONS, AND YOUR EXCEPTIONS ARE NOT BE IN THE SPACES PROVIDED, THE CITY OF GALLUP MAY DISREGARD YOU |
| SIGNED: | |
| | I DO MEET SPECIFICATIONS |
| | I DO NOT MEET SPECIFICATIONS AS LISTED IN THIS BID; EXCEPTIONS ARE NOTED ABOVE |
| | (SIGN ONE OF THE ABOVE) |

APPENDIX A

CITY OF GALLUP LOGO



ITEMS 1 thru 6: Price to include embroidery or screen work of City of Gallup Logo on left side approximately 1 1/2" x 3" and employee name on right side. Size is only an approximate size and should stay within ½" of each length and width. Name should be approximately ¾" and will only be one line; length/number of letters dependent on employee's names.

Color of lettering/logo will be ONE COLOR but will be dependent on color of shirt, i.e. light colored shirt-black lettering; dark colored shirt-white lettering. ITEMS 5 and 6 lettering color will be BLACK.

If screen work is rather proposed with bid, screen work must withhold excessive heat and refrain from cracking, peeling, melting or washing off. Uniform shirts are ordered on an annual basis therefore durability including embroidery or screen work of shirts must withhold for that time period minimum.

ITEM 7: Price to include patches on left/right side breast approx 2 ½ x 3 ½ with black border, black lettering. Left side to include City of Gallup logo approximately and right side for employee name. Size is only an approximate size but should stay within ½" of each length and width. Logo within patch should fit symmetrically to patch size. Name should be approximately ¾" and will only be one line; length/number of letters dependent on employee's names.

Color of lettering/logo/border of patch will be BLACK.

Embroidery/screen work shall be fire resistant as well. If screen work is rather proposed with bid, screen work must withhold excessive heat and refrain from cracking, peeling, melting or washing off. Uniform shirts are ordered on an annual basis therefore durability including embroidery or screen work of shirts must withhold for that time period minimum.